

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

SHANNA RILEY on behalf of herself and all others similarly situated,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. _____
	)	
	)	
UNITED STATES FIRE INSURANCE	)	
COMPANY and TRIP MATE, INC.,	)	
	)	
Defendants.	)	
	)	
	)	

**CLASS ACTION COMPLAINT**

Plaintiff Shanna Riley (“Plaintiff”) brings this Class Action Complaint individually, and on behalf of all others similarly situated, against Defendants, United States Fire Insurance Company and Trip Mate, Inc. (collectively, “Defendant”), and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to her, which are based on personal knowledge.

**NATURE OF THE ACTION**

1. This is a class action lawsuit on behalf of all persons who paid for and/or obtained a travel protection insurance policy from Defendant, and who had their claim for travel reimbursements due to Covid-19 related cancellations denied.

2. On or about August 2, 2019, Plaintiff booked travel from Denver, Colorado to Sydney, Australia, scheduled to depart on March 13, 2020, and return on March 27, 2020 (the “Trip”). At or around that same time, Plaintiff applied for and was issued a travel protection

insurance policy, pursuant to which Defendant agreed to, among other things, reimburse Plaintiff for costs associated with the cancellation of the Trip.

3. The Covid-19 pandemic and governmental orders and guidance issued in connection therewith forced Plaintiff to cancel the Trip.

4. As a result of that cancellation, Plaintiff incurred certain costs including all payments made for the Trip for which she made a claim under the policy.

5. In defiance of the plain terms and conditions of the policy, Defendant has failed and refused to honor its contractual obligations to reimburse Plaintiff for the costs incurred due to the cancellation of Plaintiff's Trip.

6. Upon information and belief, Defendant has – on a uniform basis – failed and refused to reimburse their insureds under the policies for non-refundable and unused payments incurred as a result of the cancellation of trips due to Covid-19 and/or associated governmental orders.

7. The Plaintiff and members of the Class are entitled to reimbursements as contracted for under the policies.

### **PARTIES**

8. Plaintiff Shanna Riley is an adult individual and citizen of the State of Colorado.

9. Defendant United States Fire Insurance Company is a Delaware corporation with its principal place of business in the State of New Jersey. It can be served with process through its registered agent, the Division of Insurance, 305 Madison Avenue, Morristown, NJ 07962. Defendant United States Fire Insurance Company is a citizen of New Jersey.

10. Defendant Trip Mate, Inc. ("Trip Mate"), provides travel insurance services and travel protection plans through major travel suppliers. Trip Mate is a Kansas corporation with its principal place of business in Kansas City, Missouri. Defendant Trip Mate is a citizen of Missouri.

## **JURISDICTION AND VENUE**

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because Plaintiff and at least one member of the Class, as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interests and costs.

12. This Court has personal jurisdiction over Defendant United States Fire Insurance Company because at all relevant times it has engaged in substantial business activities, including the sale of policies, in Missouri. Defendant has, at all relevant times, transacted, solicited, and conducted business in Missouri through its employees, agents, and/or sales representatives, and derived substantial revenue from such business in Missouri.

13. This Court has personal jurisdiction over Defendant Trip Mate, Inc., as its principal place of business is located in Missouri and it transacts business in Missouri.

14. Pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in this District because a substantial part of the events or omissions giving rise to the claim occurred in this District.

## **FACTUAL BACKGROUND**

### **The Travel Insurance Policy**

15. On or about August 2, 2019, Plaintiff booked travel from Denver, Colorado to Sydney, Australia, scheduled to depart on March 13, 2020, and return on March 27, 2020. The Trip was prepaid at a cost of \$3,877.61.

16. At or about that same time, Plaintiff applied for and obtained a travel protection insurance policy, plan number F300E administered by Trip Mate and underwritten by United States Fire Insurance Company, to insure their Trip. Plaintiff paid a total of \$310.08 for the travel

insurance policy from Defendant. The travel insurance policy (the “Policy”) is attached hereto as **Exhibit A**.

17. The Policy sets forth coverage for Trip Cancellation and provides, in relevant part, as follows:

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of the unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements when You are prevented from taking Your Trip due to . . . **Other Covered Reasons** listed below. . . . (original emphasis).

18. The Policy provides a list of Other Covered Reasons. On that list is, among other things, being “quarantined.”

19. The Policy does not define the word “quarantine”. Without a provided definition, “quarantine” may reasonably be interpreted as self-enforced isolation to avoid contracting or spreading a virus in response to governmental guidance, mandates, and/or advisories regarding travel and staying at home.

20. The Maximum Benefit Amount under the Policy on the Schedule of Benefits is as follows:

SCHEDULE OF BENEFITS	
Benefit	Maximum Benefit Amount
Trip Cancellation.....	Air Ticket Cost
Trip Interruption .....	Return Ticket Cost
Travel Delay.....	\$1,000
Medical Expense/Emergency Evacuation	
Accident and Sickness Medical Expense .....	\$25,000
Emergency Evacuation and Repatriation .....	\$100,000
Accidental Death and Dismemberment .....	\$25,000
Baggage and Personal Effects .....	\$2,000
Baggage Delay .....	\$1,000

21. Upon information and belief, the policies issued by Defendant are uniform in their terms and coverage.

### **Covid-19 and Related Governmental Orders**

22. Covid-19 is a highly contagious airborne virus that originated through natural processes<sup>1</sup>, which has rapidly spread and continues to spread across the United States. The virus has been declared a pandemic by the World Health Organization (“WHO”).

23. Covid-19 is a public health crisis that has profoundly affected all aspects of society, prompting various federal agencies and governmental authorities to issue orders and guidance designed to slow the pace at which the virus is transmitted.

24. On January 30, 2020, the WHO declared Covid-19 a Global Health Emergency.<sup>2</sup>

25. On February 29, 2020, the first death of Covid-19 was reported in the United States.<sup>3</sup>

26. On March 10, 2020, Colorado Governor Jared Polis declared a state of emergency in response to Covid-19.<sup>4</sup>

27. On March 11, 2020, WHO announced that Covid-19 was categorized as a pandemic.<sup>5</sup>

28. On March 13, 2020, President Donald Trump declared the Covid-19 virus a National Emergency, which began on March 1, 2020.<sup>6</sup>

29. The declaration of a state of emergency, global health emergency, and national emergency declaration subjected Plaintiff to a “quarantine” within the meaning of the Policy and of the everyday use of the word.

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<sup>1</sup> <https://www.sciencedaily.com/releases/2020/03/200317175442.htm>

<sup>2</sup> <https://www.statnews.com/2020/01/30/who-declares-coronavirus-outbreak-a-global-health-emergency/>

<sup>3</sup> <https://abcnews.go.com/US/high-school-student-washington-latest-coronavirus-community-spread/story?id=69301655>

<sup>4</sup> <https://www.colorado.gov/governor/news/gov-polis-provides-update-states-response-covid-19>

<sup>5</sup> <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>

<sup>6</sup> <https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/>

30. Other states have issued similar declarations related to the Covid-19 pandemic, and are operating under a national emergency.

**Plaintiff's Claim for Benefits Under the Policy Were Wrongly Denied**

31. Plaintiff planned for and paid for their Trip and Policy prior to the aforementioned declarations and orders being in effect.

32. In response to safety concerns and governmental declarations regarding Covid-19, on or about March 9, 2020, Plaintiff cancelled her Trip.

33. Plaintiff's Trip was for recreational purposes, and was not essential or otherwise necessary.

34. Plaintiff's Trip was cancelled due to being in quarantine within the meaning of the Policy and everyday use of the word.

35. As a result of such cancellation, Plaintiff incurred losses in the form of unused non-refundable payments.

36. In accordance with the terms and conditions of the Policy, Plaintiff submitted claim number 6942712 on or about March 13, 2020 (the "Claim"), to Defendant seeking reimbursement for unused non-refundable payments.

37. On or about July 25, 2020, Defendant responded, stating "[b]ecause you did not cancel do [sic] to a sickness, as defined, but rather due to Qantas flights being canceled in an effort to avoid exposure to the Coronavirus, we are unable to consider this to be a covered claim." The denial letter is attached hereto as **Exhibit B**.

**CLASS ALLEGATIONS**

38. Plaintiff brings this case individually and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of the class defined as:

All persons who paid for and/or obtained a travel protection policy from Defendant, and whose claims for reimbursement were denied by or on behalf of Defendant after their trips were cancelled due to Covid-19, or Covid-19-related government proclamations, orders, and/or guidance (the “Class”).

39. Excluded from the Class is Defendant, their subsidiaries and affiliates, their officers, directors and members of their immediate families and any entity in which Defendant has a controlling interest, the legal representative, heirs, successors, or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

40. Plaintiff reserves the right to modify or amend the definition of the proposed Class if necessary before this Court determines whether certification is appropriate.

41. The requirements of Rule 23(a)(1) are satisfied. The class described above is so numerous that joinder of all individual members in one action would be impracticable. The disposition of the individual claims of the respective class members through this class action will benefit both the parties and this Court. The exact size of the class and the identities of the individual members thereof are ascertainable through Defendant’s records, including but not limited to, the sales and transaction records that Defendant has access to and/or own.

42. The requirements of Rule 23(a)(2) are satisfied. There is a well-defined community of interest and there are common questions of fact and law affecting members of the Class. The questions of fact and law common to the Class predominate over questions which may affect individual members and include the following:

a. Whether such governmental orders, proclamations, guidance, and/or self-enforced isolation constitute – either individually or collectively – a “quarantine” within the meaning of Defendant’s policies;

b. Whether Defendant's denial of the claims submitted by Plaintiff and the members of the Class were premeditated and the product of a coordinated effort to (i) dissuade Plaintiff and the other members of the Class from submitting and/or pursuing claims under their Policies and/or (ii) to limit Defendant's losses arising from such claims; and

c. Whether Plaintiff and members of the Class are entitled to damages, punitive damages, costs and/or attorneys' fees for Defendant's acts and conduct.

43. The requirements of Rule 23(a)(3) are satisfied. Plaintiff's claims are typical of the claims of the members of the Class. The claims of the Plaintiff and members of the Class are based on the same legal theories and arise from the same failure by Defendant to provide coverage under the policies.

44. Plaintiff and members of the Class were each customers of Defendant, each having applied for and purchased a travel insurance policy that is substantially identical in all material respects from Defendant. Each likewise submitted a claim under their policies, and each such claim was denied on the basis that the claims were not covered under the policies.

45. The requirements of Rule 23(a)(4) are satisfied. Plaintiff is an adequate representative of the class because her interests do not conflict with the interests of the members of the Class. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the members of the Class and has no interests antagonistic to the members of the Class. In addition, Plaintiff has retained counsel who are competent and experienced in the prosecution of class action litigation. The claims of Plaintiff and the Class members are substantially identical as explained above. While the aggregate damages that may be awarded to the members of the Class are likely to be substantial, the damages suffered by the individual members of the Class are relatively small. As a result, the expense and burden of individual litigation make it economically infeasible and



procedurally impracticable for each member of the Class to individually seek redress for the wrongs done to them. Certifying the case as a Class will centralize these substantially identical claims in a single proceeding, which is the most manageable litigation method available to Plaintiff and the Class and will conserve the resources of the parties and the court system, while protecting the rights of each member of the Class. Defendant's uniform conduct is generally applicable to the Class as a whole, making relief appropriate with respect to each Class member.

### **FIRST CLAIM FOR RELIEF**

#### **DECLARATORY RELIEF (On Behalf of Plaintiff and Members of the Class)**

46. Plaintiffs incorporate by reference Paragraphs 1 through 45 hereof, as though the same were set forth in their entirety.

47. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201, in which Plaintiff and members of the Class seek a judicial determination of an actual controversy regarding coverage for their unused non-refunded payments caused by a cancellation of their trips due to Covid-19.

48. The term "quarantine" is used throughout the Policy, and is not defined within the Policy. As such, it must be given its ordinary and plain meaning as informed by, *inter alia*, its dictionary definition and the intent of the parties, as well as the custom in the industry or usage in the trade.

49. Quarantine may be reasonably interpreted to mean when an individual wishes to self-isolate in order to prevent contracting or spreading a virus during a pandemic or national emergency.

50. Based on the relevant Policy language and the facts, Plaintiff's and Class members' losses of unused non-refunded payments arise from a "quarantine" within the meaning of the

policies, and – as such – trigger the Trip Cancellation benefits under the policies.

51. Declaratory relief from this Court will resolve the aforementioned controversy and dispute.

## **SECOND CLAIM FOR RELIEF**

### **BREACH OF CONTRACT (On Behalf of Plaintiff and Members of the Class)**

52. Plaintiff incorporates by reference Paragraphs 1 through 45 hereof, as though the same were set forth in their entirety.

53. The policies are a valid and binding contract, for which Plaintiff and members of the Class paid material consideration in the form of a premium.

54. Pursuant to the terms and conditions of the policies, the unused non-refundable payments are specifically covered thereunder.

55. Defendant has materially breached the policies by failing and refusing to reimburse Plaintiff and members of the Class for any of their unused non-refundable payments. The aforementioned material breaches have damaged, and will continue to damage, Plaintiff and members of the Class.

56. Plaintiff and members of the Class have performed all of their obligations under the policies, and any and all conditions precedent to coverage under the policies for the unused non-refunded payments have been satisfied, waived, or revoked, and/or Defendant is estopped from enforcing them at this time.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that judgment be entered in favor of Plaintiff and the Class against Defendant as follows:

- a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- b. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- c. For damages in an amount to be determined by the trier of fact;
- d. For an order of restitution and all other forms of equitable monetary relief;
- e. Awarding Plaintiff's reasonable attorneys' fees, costs, and expenses;
- f. Awarding pre- and post-judgment interest on any amounts awarded; and,
- g. Awarding such other and further relief as may be just and proper

**JURY TRIAL DEMAND**

A jury trial is demanded on all claims so triable.

Dated: March 24, 2021

Respectfully submitted,

/s/Thomas Bender

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Dirk L. Hubbard  
Horn Aylward & Bandy, LLC  
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Kansas City, MO 64108  
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Erin Green Comite (pro hac vice forthcoming)  
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Scott & Scott

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*Counsel for Plaintiff*

# EXHIBIT A

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI****CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

**The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.**

**Plaintiff(s):**

First Listed Plaintiff:

Shanna Riley on behalf of herself and all others similarly situated, ;  
NA;**County of Residence:** Outside This District**Defendant(s):**

First Listed Defendant:

United States Fire Insurance Company and Trip Mate, Inc., ;  
NA;**County of Residence:** Outside This District**County Where Claim For Relief Arose:** Jackson County**Plaintiff's Attorney(s):**Gary F. Lynch ( )  
CARLSON LYNCH, LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, Pennsylvania 15222  
**Phone:** 412-322-9243  
**Fax:** 412-231-0246  
**Email:** glynch@carlsonlynch.com**Defendant's Attorney(s):**Kelly K. Iverson ( )  
CARLSON LYNCH, LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, Pennsylvania 15222  
**Phone:** 412-322-9243  
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**Email:** dhubbard@hab-law.com

**Basis of Jurisdiction:** 4. Diversity of Citizenship

**Citizenship of Principal Parties (Diversity Cases Only)**

**Plaintiff:** NA

**Defendant:** NA

**Origin:** 1. Original Proceeding

**Nature of Suit:** 110 Insurance Contracts

**Cause of Action:** 28 U.S.C. 1332- Declaratory Judgement & Breach of Contract action relating to travel insurance

**Requested in Complaint**

**Class Action:** Class Action Under FRCP23

**Monetary Demand (in Thousands):**

**Jury Demand:** Yes

**Related Cases:** Is NOT a refiling of a previously dismissed action

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**Signature:** Thomas Bender

**Date:** 3/24/2021

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.



# EXHIBIT B



### Important

This document provides only a summary of the Plan Benefits. This document is not Your Purchase Confirmation. Your Purchase Confirmation and applicable Plan Documents are provided to You at time of purchase.

### Customer Service

Have questions about this Plan? You can call a Trip Mate Customer Service Representative at:

**Customer Service**  
**1-833-297-2263**

### Satisfaction Guarantee

If You are not satisfied for any reason, You may return Your Plan Documents to Trip Mate within 10 days after receipt. Your plan payment will be refunded, provided You have not filed a claim or departed on Your Trip. When so returned, the Plan Documents are void from the beginning.

### Time Sensitive Provisions

If You have purchased this Plan within 3 days of the date Your initial Payment or Deposit for Your Trip was received, then: 1) the Plan exclusion for Pre-Existing Conditions will be waived, provided: You were not disabled from travel at the time Your plan payment was paid; and 2) there is coverage for Bankruptcy or Default of an airline, cruise line, tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date.

### Insure The Full Cost of Your Trip

If You have insured an amount less than 100% of the cost of all Your Prepaid Trip costs that are subject to cancellation penalties or restrictions, the maximum benefit for Trip Cancellation and Trip Interruption will be limited to the amount of coverage You purchased.

### Generali Global Assistance

Generali Global Assistance provides medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is included in Your Plan Documents. To contact Generali Global Assistance:

**Within U.S. & Canada**  
**1-855-858-6103**

**Collect Worldwide**  
**1-954-370-8725**

This document provides a brief summary of the Plan. If there is a conflict between this document and a Plan provision, the Plan provision shall prevail.

### Plan Information

Product: **International Essentials Plan**  
Plan #: **F300E**

### Schedule of Benefits

Plan Benefits	Maximum Benefit Amount
Trip Cancellation .....	Air Ticket Cost
Trip Interruption.....	Return Ticket Cost
Travel Delay .....	\$1,000
<b>Medical Expense/Emergency Evacuation</b>	
Accident and Sickness Medical Expense .....	\$25,000
Emergency Evacuation and Repatriation .....	\$100,000
Accidental Death and Dismemberment.....	\$25,000
Baggage and Personal Effects .....	\$2,000
Baggage Delay .....	\$1,000

**The Travel Insurance Benefits of this Plan are Underwritten By:** United States Fire Insurance Company.

**Plan Administrator:** Trip Mate, Inc. (in CA & UT, dba Trip Mate Insurance Agency) 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 1-833-297-2263.

### Non-Insurance Services

**Generali Global Assistance**  
**Global Xpi Medical Records Service**

## Plan Documents for



## QANTAS TRIP PROTECTION

**BOOK.PROTECT.ENJOY.**

A Safer Way to Travel



### International Essentials Plan

## IMPORTANT CONTACT INFORMATION

### Plan Number: F300E

Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at [www.tripmate.com](http://www.tripmate.com).

#### Customer Service

1-833-297-2263

#### To Report A Claim

Present all claims to the Program Administrator:

Online at: [www.travelclaimsonline.com](http://www.travelclaimsonline.com)

**Plan Number: F300E**

#### Trip Mate, Inc.

(In CA & UT, dba Trip Mate Insurance Agency)  
9225 Ward Parkway, Suite 200  
Kansas City, Missouri 64114

#### Generali Global Assistance

To assist You while traveling, Generali Global Assistance multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services. A complete list of these services is included with this Plan.

#### To Contact Generali Global Assistance During Your Trip:

**Toll-Free in the US and Canada**

**1-855-858-6103**

**Collect Outside the US**

**1-954-370-8725**

**[ops@gga-usa.com](mailto:ops@gga-usa.com)**

**Plan Number: F300E**

The 24-Hour Assistance Services are provided by:  
Generali Global Assistance

**NOTICE:** This Policy does not apply to the extent any prohibited by any applicable law or regulation, including any United States, United Nations or European Union economic or trade sanctions, prohibit us from providing insurance, and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this Policy. Any coverage provided under this Policy in violation of any United States, United Nations or European Union economic or trade sanctions, or other laws or regulations, shall be null and void.

This Policy expressly excludes any insurance coverage, related services, or loss: (i) occurring in any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba) or their territorial waters; (ii) incurred by persons or entities located or resident in any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba); or (iii) resulting in, or involving activities that directly or indirectly involve or benefit the government, entities or residents of any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba) except where (a) expressly permitted by applicable law or regulation and (b) we have confirmed coverage for the risk in writing.

## TRAVEL PROTECTION PLAN

This Plan of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased.

Signed for United States Fire Insurance Company By:



Marc J. Adee

Chairman and CEO



James Kraus

Secretary

Insurance provided by this Plan is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and this Plan Document, the Policy will govern.

If You are not satisfied for any reason, You may return Your Plan Document to Your Travel Supplier within 10 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Plan is void from the beginning.

**Renewal:** Coverage under this Plan is not renewable.

## SHORT TERM COVERAGE NON-RENEWABLE

## TABLE OF CONTENTS

### SCHEDULE OF BENEFITS

SECTION I.	Coverages
SECTION II.	Definitions
SECTION III.	Insuring Provisions
SECTION IV.	General Exclusions
SECTION V.	General Provisions

## SCHEDULE OF BENEFITS

Benefit	Maximum Benefit Amount
Trip Cancellation.....	Air Ticket Cost
Trip Interruption .....	Return Ticket Cost
Travel Delay.....	\$1,000
Medical Expense/Emergency Evacuation	
Accident and Sickness Medical Expense .....	\$25,000
Emergency Evacuation and Repatriation .....	\$100,000
Accidental Death and Dismemberment.....	\$25,000
Baggage and Personal Effects.....	\$2,000
Baggage Delay.....	\$1,000

## SECTION I. COVERAGES

### TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of the unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your or a Family Member's or a Traveling Companion's death, which occurs before departure on Your Trip;
2. Your or a Family Member's or a Traveling Companion's covered Sickness or Injury, which: a) occurs before departure on Your Trip; b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician; and c) prevents Your participation in the Trip;
3. For the **Other Covered Reasons** listed below;

provided such circumstances occur while coverage is in effect.

"Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster. We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d. unannounced Strike that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;
- e. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;
- f. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- g. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;

- h. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- i. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- j. Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier, from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Plan has been purchased within 3 days of the date Your initial deposit/payment for Your Trip is received;
- k. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required;
- l. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- m. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased or the Maximum Benefit Amount shown in the Schedule of Benefits.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

#### TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the Additional Transportation Cost paid:

- a. to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- b. to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:

- 1. Your or a Family Member's or a Traveling Companion's death, which occurs while You are on Your Trip;
- 2. Your or a Family Member's or a Traveling Companion's covered Sickness or Injury which: a) occurs while You are on Your Trip; b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician; and c) prevents Your continued participation on Your Trip;
- 3. For the **Other Covered reasons** listed below;

provided such circumstances occur while coverage is in effect.

"**Other Covered Reasons**" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);

- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d. unannounced Strike that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;
- e. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;
- f. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- g. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- h. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- i. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- j. Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Plan has been purchased within 3 days of the date Your initial deposit/payment for the Trip is received;
- k. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required;
- l. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- m. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company.

#### Additional Trip Interruption Benefits:

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$200 per day, limited to 5 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses up to \$200 per day, limited to 5 days.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.



## TRAVEL DELAY

Benefits will be paid for reasonable accommodation, meal and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 6 hours or more while en route to or from, or during Your Trip, due to:

- a. any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b. lost or stolen passports, travel documents or money (must be substantiated by a police report);
- c. quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- d. a documented weather condition preventing You from getting to the point of departure.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

## ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a covered Injury or covered Sickness, which first occurs during Your Trip. Only Covered Expenses incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to \$500 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a covered Injury or covered Sickness. The Program Medical Advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

“Covered Expense” means expense incurred only for the following:

1. The medical services, prescription drugs and therapeutic services ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a hospital room for recovery from a covered Injury or covered Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital.

**Covered Expenses due to a Sickness are limited to a total of 90 days of treatment during Your Trip.**

These benefits will not duplicate any benefits payable under the Plan or any coverage(s) attached to the Plan.

## EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Medical Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the Program Medical Advisor).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor:
  - i. one-way Economy Transportation;
  - ii. commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the Program Medical Advisor; or
  - iii. other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the Program Medical Advisor. Transportation must be via the most direct and economical route.

### Hospital Of Choice

Subject to the terms and conditions of item # 2, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall:

- a. notify Us of any other insurance;
- b. help Us exercise Our rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits;
- c. not do anything after the loss to prejudice Our rights; and
- d. reimburse to Us, to the extent of any payment We have made, for benefits received from such other insurance.

**Dispatch of a Physician:** If the local attending Legally Qualified Physician and the Program Medical Advisor cannot adequately assess Your need for Medical Evacuation or Transportation, and a Physician is dispatched by the Program Medical Advisor to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

## 24 HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits.

## Table of Losses

Type of Loss	Benefit Amount
Loss of Life .....	100% of Principal Sum
Loss of both hands .....	100% of Principal Sum
Loss of both feet .....	100% of Principal Sum
Loss of both eyes .....	100% of Principal Sum
Loss of one hand and one foot .....	100% of Principal Sum
Loss of one hand and one eye .....	100% of Principal Sum
Loss of one foot and one eye .....	100% of Principal Sum
Loss of one hand .....	50% of Principal Sum
Loss of one foot .....	50% of Principal Sum
Loss of one eye .....	50% of Principal Sum

**Loss of hand or hands, or foot or feet**, means severance at or above the wrist joint or ankle joint, respectively.

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof.

Only one of the amounts shown above (the largest applicable) will be paid for injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

The Principal Sum is shown in the Schedule of Benefits.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

### BAGGAGE AND PERSONAL EFFECTS

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Plan; and (c) occurring while coverage is in effect.

**Valuation and Payment of Loss:** The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$300 per article.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$225 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- 1) repair or replace any part to restore the pair or set to its value before the loss; or
- 2) pay the difference between the value of the property before and after the loss.

A combined maximum of \$1,000 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

### Baggage and Personal Effects does not include:

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;

- 5) motors;
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15) professional or occupational equipment or property, whether or not electronic business equipment; or
- 16) sporting equipment if the loss results from the use thereof.

### BAGGAGE DELAY

We will reimburse You, up to the amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 12 hours or more during Your Trip.

We will also reimburse You up to \$100 for expenses incurred during Your Trip to expedite the return of Your delayed Baggage. This coverage terminates upon Your arrival at the return destination of Your Trip.

### Additional Limitations and Exclusions Specific to Baggage and Personal Effects:

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions;
- g) Your property shipped as freight or shipped prior to the Scheduled Departure Date;
- h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

### Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier.

### Additional Claims Provisions Specific to Baggage

#### Your Duties After Loss of or Damage to Property or Delay of Baggage:

In case of loss, theft, damage or delay of baggage or personal effects, and You must:

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items; and
- e) allow Us to examine baggage or personal effects, if requested.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

## SECTION II. DEFINITIONS

**“Accident”** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**“Actual Cash Value”** means current replacement cost for items of like kind and quality.

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

**“Baggage and Personal Effects”** means luggage, personal possessions and travel documents taken by You on Your Trip.

**“Bankruptcy or Default”** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

**“Business Partner”** means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

**“Elective Treatment and Procedures”** means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**“Family Member”** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Hospital”** means: (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**“Inclement Weather”** means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

**“Injury” or “Injuries”** means bodily harm caused by an Accident which: (1) occurs while Your coverage is in effect under the Plan; and (2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means a person(s) who is booked to travel on a Trip, and for whom the required plan payment is paid, also referred to as You and Your.

**“Intoxicated”** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**“Legally Qualified Physician”** means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medically Necessary”** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

**“Medically Fit to Travel”** means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip

**“Medical Treatment”** means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment while coverage is in effect.

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Payments or Deposits”** means the cash, check, or credit card amounts, actually paid for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: (1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (2) took or received a prescription for drugs or medicine.

Item #2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Plan.

**“Prepaid”** means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein.



**“Program Medical Advisor”** means Generali Global Assistance.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician; and 2) commences while Your coverage is in effect.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government.

**“Third Party”** means a person or entity other than You or Us.

**“Transportation Expense”** means the cost of Medically Necessary conveyance, personnel, and services or supplies.

**“Travel Arrangements”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip.

**“Travel Supplier”** means Qantas Airways Limited.

**“Traveling Companion”** means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**“Trip”** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

**“Us”, “We”, “Our”** means United States Fire Insurance Company.

**“Usual and Customary Charges”** means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

### SECTION III. INSURING PROVISIONS

#### Who Is Eligible For Coverage:

A citizen or resident of the United States of America who is booked to travel on Your Trip and for whom the required plan payment is paid.

#### When Coverage For Your Trip Begins – Coverage Effective Date:

**Trip Cancellation:** Coverage begins at 12:01 a.m. on the day after the date the appropriate payment for this Plan is received by Qantas Airways Limited; or 2) if mailed, at 12:01 a.m. on the day after the postmark date the appropriate payment for this Plan is received by Qantas Airways Limited. This is Your “Effective Date” and time for Trip Cancellation.

**Travel Delay:** Coverage begins after You have traveled 50 miles or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages, except Trip Cancellation and Travel Delay.

#### When Coverage For Your Trip Ends – Coverage Termination Date:

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Plan. Termination of this Plan will not affect a claim for loss that occurs after plan payment has been paid.

#### Extension of Coverage:

All coverages under this Plan will be extended if Your entire Trip is covered by this Plan and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 10 days after the Scheduled Return Date.

### SECTION IV. GENERAL EXCLUSIONS

#### Benefits are not payable for any loss due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race, speed contests not including regatta races, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. due to a Pre-Existing Condition, as defined in the Plan. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
14. Elective Treatment and Procedures;
15. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
16. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
17. a mental or nervous condition, unless hospitalized for that condition while the Plan is in effect for You;
18. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Plan is not in effect for You;

19. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto; or
20. an assessment from a Legally Qualified Physician advising You in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Plan, at the time of purchase of Coverage for a Trip.

#### Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- (a) Your payment for this Plan is received within 3 days of the date Your initial Payment or Deposit for Your Trip is received; and
- (b) You are not disabled from travel at the time Your plan payment is paid.

**Economic or Trade Sanctions:** Any payments under this Plan will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Plan. For more information, You may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).

### SECTION V. GENERAL PROVISIONS

**Notice of Claim:** Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a. Your spouse;
- b. Your child or children jointly;
- c. Your parents jointly if both are living or the surviving parent if only one survives;
- d. Your brothers and sisters jointly; or
- e. Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the Plan may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) an Insured's estate, We may pay any amount due under the Plan to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**Excess Insurance:** The insurance provided by this Plan (except for Accidental and Sickness Medical Expense; Emergency Medical Evacuation; Medical Repatriation, and Repatriation of Remains) shall be in excess of all other valid and collectible Insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of plan payment paid.

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

**Legal Actions:** All Plan terms will be interpreted under the laws of the state in which the Plan was issued. No legal action may be brought to recover on the Plan within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this Plan or claim has been concealed or misrepresented.

**Other Insurance with Us:** You may be covered under only one travel Plan with Us for each Trip. If You are covered under more than one such Plan, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Plan payments paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If We have made a payment for a loss under this Plan, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us: exercise Our rights in any reasonable way that We may request; not do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for Your Trip.

### SECTION VI. COORDINATION OF BENEFITS

#### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

#### Definitions

**"Plan"** is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group:

“Plan” does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO’s; or (d) coverage under other prepayment, group practice and individual practice Plans.

“**This Plan**” is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

“**Primary Plan**” is one whose benefits for a person’s health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

“**Secondary Plan**” is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

“**Allowable Expense**” is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient’s stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

“**Claim**” is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

“**Claim Determination Period**” is the period of time, which must not be less than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

#### **Order of Benefit Determination Rules**

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan’s benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan’s rules, as described below, require that This Plan’s benefits be determined before those of the other Plan.

**Rules.** This Plan determines its order of benefits using the first of the following rules which applies:

- (a) **Nondependent/Dependent Rule.** The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) **Longer/Shorter Length of Coverage Rule.** The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan’s benefits; (b) a change in the entity which pays, provides or administers the Plan’s benefits; or (c) a change from one type of Plan to another. The claimant’s length of time covered under a Plan is measured from the claimant’s first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant’s coverage under the present Plan has been in force.

#### **Effect on the Benefits of This Plan When it is Secondary**

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

#### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

#### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable monetary value of the benefits provided in the form of services.

#### **Right of Recovery**

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of: (a) the persons We have paid or for whom We have paid; (b) insurance companies; or (c) other organizations.

#### **Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan’s liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.



# Colorado Guaranty Notice

## NOTICE OF PROTECTION PROVIDED BY LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a **brief summary** of the Life and Health Insurance Protection Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website <http://colorado.lhiga.com>, email [jkelldorf@gmail.com](mailto:jkelldorf@gmail.com) or contact:

*Colorado Life and Health  
Insurance Protection Association  
P. O. Box 36009  
Denver, CO 80236  
(303) 292-5022*

*Colorado Division of Insurance  
1650 Broadway, Suite 850  
Denver, CO 80202  
(303) 894-7499*

**Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Colorado law, then Colorado law will control.**

When used throughout this document “Company”, “Our”, “We”, or “Us” means:

## **United States Fire Insurance Company**

### **GRIEVANCE PROCEDURES**

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

#### **DEFINITIONS**

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

#### **INFORMAL GRIEVANCE PROCEDURE**

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

#### **FORMAL GRIEVANCE PROCEDURE**

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

##### **First Level Review**

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

### **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
  - attend the Second Level Review
  - present his/her case to the review panel;
  - submit supporting materials before and at the review meeting;
  - ask questions of any member of the review panel;
  - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

Grievance

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

### **EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

When used throughout this document "The Company", "Our", "We", or "Us" means:

**United States Fire Insurance Company**

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## **PRIVACY POLICY AND PRACTICES**

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

### **Your Privacy is Our Concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

### **What kind of information do we collect about you and from whom?**

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

### **What do we do with the information collected about you?**

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

### **To whom do we disclose information about you?**

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

### **How to contact Us**

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator  
Crum & Forster A&H Division  
5 Christopher Way, 2nd Floor  
Eatontown, New Jersey 07724



## CONSUMER DISCLOSURE INFORMATION

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

### **What A Travel Retailer May Do:**

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf; and
5. Receiving/recording information to share with us.

### **What A Travel Retailer May Not Do:**

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

### **Definitions:**

**"Travel Insurance"** means coverage for personal risks incidental to planned travel, including one or more of the following:

- Interruption or cancellation of a trip or event;
- Loss of baggage or personal effects;
- Damage to accommodations or rental vehicles; or
- Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

**"We, Us or Our"** means Trip Mate, Inc.

**DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]**

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
  - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
  - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

**DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]**

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

**DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]**

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.

**DISCLOSURE TO NEW YORK RESIDENTS: [194 § 30.3(a)]**

New York Residents: Licensed producers represent the insurer(s) for the sale of the insurance. Trip Mate, Inc. is a program manager and may also act as a producer. Compensation paid to a producer will vary depending upon the policy purchased, the producer's expenses, volume of business, or profitability. Trip Mate is compensated as the claim administrator for the insurer. Upon request, the purchaser can obtain additional information about the producer's compensation for the insurance offered.



# Travel Assistance Program Description

## Your Guide to Safe Travel

Emergencies happen, but help is now only a phone call away.

An unexpected illness, tooth ache or lost baggage can ruin a trip. With travel assistance services from Generali Global Assistance, help is only a phone call away. When you are traveling away from home, you have access to Emergency Transportation Services, Travel Support Services and Non-Insurance Personal Assistance Services.

With a local presence in 200 countries and territories worldwide and 35 24/7 assistance centers staffed with multilingual assistance coordinators and case managers as well as medical and security staff, Generali Global Assistance is here to help you obtain the care and attention you need in case of an emergency while traveling.

In the event of a life-threatening emergency, call the local emergency authorities first to receive immediate assistance, and then contact Generali Global Assistance.

## Emergency Transportation Services

- Emergency Medical Evacuation/Medically-Necessary Repatriation
- Repatriation of Mortal Remains
- Transportation after Stabilization
- Visit by Family Member/Friend
- Return of Dependent Children
- Return of Traveling Companion

## Travel Support Services

- Medical Monitoring
- Hotel Arrangements for Convalescence
- Medical and Dental Search and Referral
- Advance of Emergency Medical Expenses
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses
- Transfer of Insurance Information and Medical Records
- Assistance with Emergency Travel Arrangements
- Interpretation/Translation
- Locating Lost or Stolen Items
- Emergency Cash Advance

*See reverse for detailed service Information.*

## Contact Us for Help 24/7



When you call, please be ready to provide:

\* The Plan Number (or Travel Supplier Name/Plan Name)

\*\* A phone number where we may reach you

## Travel Support Services

### Interpretation/Translation

Upon request, GGA will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, GGA will refer you to local translators.

### Locating Lost or Stolen Items

GGA will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.

### Medical Monitoring

During the course of a medical emergency resulting from an accident or sickness, GGA will monitor your case to determine whether the care is adequate from a Western Medical perspective.

### Medical and Dental Search and Referral

GGA will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.

### Advance of Emergency Medical Expenses

GGA will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.

### Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses

GGA will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. GGA will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.

### Transfer of Insurance Information and Medical Records

Upon your request, GGA will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.

### Assistance with Vaccine and Blood Transfers

If based upon your physician's prescription, needed vaccines or blood products are not available locally, GGA will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

## Non-Insurance Personal Assistance Services

**These are Non-Insurance Services provided by Generali Global Assistance:**

### Pre-Trip Information

Upon request, GGA will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.

### Interpretation/Translation

If during your Trip you need an interpretation, GGA will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, GGA will refer you to local translators

### Legal Referral/Bail

Upon request, GGA will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, GGA will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.

### Emergency Cash Advance

GGA will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

## Concierge Services

**These are Non-Insurance Services provided by Generali Global Assistance:**

- Delivery of foods and beverages
- Event ticketing - sports, concerts, theater
- Flowers and gift baskets
- Golf outings and tee times
- Hotel accommodation assistance
- Meet and greet services
- Personalized shopping assistance
- Restaurant reviews and reservations
- Rental car reservations
- Pet services locator

## Global XPI

**These are Non-Insurance Services provided by Trip Mate, Inc. (in CA & UT, dba Trip Mate Insurance Agency):**

### Access Your Medical Records Online

Your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, wherever internet access is available.

**Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:**

**1-800-379-9887**

**Use Program Code: F300E**

## Terms, Conditions and Exclusions

GGA shall provide services to all Participants. On any expenditure for which the Participant is responsible, GGA shall not be obligated to provide services without first securing funds from the Participant in payment of such expenditure. If the Participant pays for covered expenses without receiving an approval or authorization in writing from GGA, then GGA shall not be obligated to reimburse the Participant for any such expenditure. In the event a Participant requests a service not included in a program, GGA may, in its sole and absolute discretion, provide such benefits or services at the sole expense of the Participant, including a reasonable fee to GGA for its efforts on behalf of the Participant.

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor GGA may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.

# EXHIBIT C

July 25, 2020

Ms. Shanna Riley  
1110 Belleview Avenue  
La Junta, CO 81050

RE: Trip Cancellation – Claim ID # 6942712

Dear Ms. Riley and Traveling Companions:

Thank you for your claim submission. You have requested reimbursement for the penalties assessed due to your trip cancellation under plan #F300E. As we will explain below, your claim is not covered based on the plan provisions and documentation on file.

We reviewed your claim according to the trip cancellation provision of the plan; we have included the definition of Sickness from the plan:

Trip Cancellation: Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of the unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

...2. Your or a Family Member's or a Traveling Companion's covered Sickness or Injury, which: a) occurs before departure on Your Trip; b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician; and c) prevents Your participation in the Trip;; ...

"Sickness" means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician; and 2) commences while Your coverage is in effect.

While the plan provides a benefit for a covered Sickness, the information on file does not indicate that you, your traveling companion, or a family member became ill while coverage was in effect which required an examination and treatment by a physician who certified the medical condition was prevented your continued participation on the trip. Because you did not cancel do to a sickness, as defined, but rather due to Qantas flights being canceled in an effort to avoid exposure to the Coronavirus, we are unable to consider this to be a covered claim.

To give your claim every consideration, we also reviewed under the following non-medical covered causes of loss for trip cancellation:

... 3. For the Other Covered Reasons listed below;  
provided such circumstances occurred after Your Effective Date.  
Other Covered Reasons means:



...a. a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);

...b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;

... c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;

...d. unannounced Strike that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;

...e. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Air Carrier on which You are scheduled to travel;

...f. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;

...g. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;

...h. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;

... i. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

...j. Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Plan has been purchased within 3 days of the date Your initial deposit/payment for the Trip is received;

...k. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required;

...l. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;

... m. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company...

We certainly understand the decision made to cancel this trip in light of the threat presented by the coronavirus. However, because the information on file does not document that this cancellation resulted from one of the above listed covered reasons, this claim is not covered under the plan provisions. Consequently, we must respectfully decline your request for reimbursement.

Trip Mate, Inc. is the claims administrator for Plan F300E, which includes short-term travel insurance underwritten by United States Fire Insurance Company. We must process claims according to the plan provisions and the information on file. If you have additional information which you think will have a bearing on your claim, please forward that information to [appeals@travelclaimsonline.com](mailto:appeals@travelclaimsonline.com) indicating your claim ID # and name in the subject line, and we will be happy to review our decision.

Sincerely,

K. Boly  
Claims Department